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11 EXPORT DEVELOPMENT CANADA

12 UNITED STATES DISTRICT COURT

13 CENTRAL DISTRICT OF CALIFORNIA

14 EASTERN DIVISION

15 EXPORT DEVELOPMENT  
16 CANADA,

17 Plaintiff,

18 v.

19 CMV ELECTRIC, INC.

20 Defendant.

) Case No.: 5:14-cv-00174-JAK-SH

)

) Assigned to Hon. John A. Kronstadt

)

) **DECLARATION OF RYAN CLARK**

) **IN SUPPORT OF MOTION FOR**

) **DEFAULT JUDGMENT**

)

) Judge: Hon. John A. Kronstadt

) Date: April 21, 2014

) Time: 8:30 a.m.

) Place: 750 – 7<sup>th</sup> Floor

) 255 East Temple Street

) Los Angeles, CA 90012

)

)

1 I, Ryan Clark, hereby declare:

2 1. I am over eighteen years old. The following facts are within my own  
3 personal knowledge and if called upon to testify, I could and would competently  
4 testify thereto. This Declaration is respectfully submitted in support of EDC's<sup>1</sup>  
5 motion for default judgment against CMV.

6 2. I am a Debt Services Manager in the Claims and Recoveries Department  
7 of EDC. EDC is a Canadian Crown corporation established by the Canadian Export  
8 Development Act of 1985. Its headquarters are located in Canada.

9 3. On or about January 27, 2012, CMV issued purchase order number 3690-  
10 354 to non-party International (the "P.O."). A true and correct copy of the P.O. is  
11 attached as Exhibit 1 to EDC's complaint, which is attached as Exhibit 1 to the  
12 Appendix to this motion. After fulfilling the P.O., International issued three invoices  
13 to CMV for the price of the Goods, as follows: (1) invoice no. 62554B dated May 7,  
14 2012, for the sum of \$157,853.75; (2) invoice no. 62571B dated May 7, 2012, for the  
15 sum of \$1,454.63; and (3) invoice no. 62808 dated August 31, 2012, for the sum of  
16 \$19,000 (collectively, the "Invoices"). True and correct copies of the Invoices are  
17 attached as Exhibit 2 to EDC's complaint, which is attached as Exhibit 1 to the  
18 Appendix to this motion.

19  
20 \_\_\_\_\_  
21 <sup>1</sup> All capitalized terms not otherwise defined herein shall have the same meaning as  
22 assigned to them in the accompanying Memorandum of Points and Authorities.

